

REMARKS

The Examiner is thanked for the performance of a thorough search. By this response, Claims 1-3, 5, 10-17, 22, 29, 36-38, 40-41, 45-57, 59-70, 72, and 74 have been amended. Claims 8, 23, 43, 58, 71, 73, and 75-81 have been canceled. Claims 83-99 have been added. Hence, Claims 1-3, 5-6, 10-22, 24-38, 40-41, 45-57, 59-70, 72, 74, and 82-99 are pending in this application.

All issues raised in the Office Action are addressed hereinafter.

I. ADDED CLAIMS / AMENDMENTS

The added claims and amendments to the claims do not add any new matter to this application and are supported by the Specification as originally filed. The amendments to the claims broaden certain aspects of the amended claims. Added Claims 83-89 are patentable over the cited references for at least the same reasons as Claims 1 or 36, upon which they depend. Added claims 90-99 are patentable over the cited references for at least the reasons that the cited references fail to teach or suggest the below-bolded features of Claims 90-99:

a first party managing a database system, wherein the database system comprises one or more database servers and a plurality of database devices;
wherein the first party stores data in the plurality of database devices on behalf of a plurality of subscribers, the plurality of subscribers having provided said data;
receiving subscription information identifying a database resource for which a second party has indicated a willingness to pay;
in response to the subscription information:
configuring a database device for the second party in the database system managed by the first party;
and
allocating the database resource at the database device;
receiving, at the database system, from a database application through which the second party provides services based on data stored on behalf of the second party at the database device, a database command to access the database device;

wherein the database command conforms to a database language supported by the database system; and in response to the database command, the database system providing the database application with access to the database device;
wherein the steps of receiving the subscription information, configuring the database device, allocating the database resources, receiving the database command, and providing access are performed by one or more computing devices operated by the first party.

II. REJECTIONS UNDER 35 U.S.C. § 103

A. Claims 1-3, 5, 6, 8, 10-15, 17-22, 25, 27, 31-33, 36-38, 40, 41, 43, 45-50, 52-57, 60, 62, 66-68, 71-73, 76-78 and 80-82 (Nolan, Donovan, Ng, and Laurent)

Claims 1-3, 5, 6, 8, 10-15, 17-22, 25, 27, 31-33, 36-38, 40, 41, 43, 45-50, 52-57, 60, 62, 66-68, 71-73, 76-78 and 80-82 are rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over Nolan et al (US Patent 6,640,278), in view of Donovan et al (US Patent 6,012,032), in view of Ng et al (US Patent 6,374,256), and in further view of Laurent et al (US Patent No. 7,222,176). The rejection is respectfully traversed.

NOLAN

Nolan describes techniques applicable to “storage domain management” in a “storage area network.” *E.g. Nolan* at col. 33, lines 59–61; col. 1, lines 61–67; abstract. A storage area network allows client computers, such as file servers, to connect to devices on a local network, such as a Fiber Channel network, as if the devices were physical storage devices connected directly to the client computers. *E.g. Nolan* at col. 9, lines 32–56. The storage devices store raw blocks of data, which may be read and/or written by the client computers using requests, such as SCSI commands. *E.g. Nolan* at col. 8, lines 9–10, 36–54. As one skilled in the art would understand, once returned to the client computers, the client computers then translate these raw blocks of data into more meaningful structures, such as files in a file system.

For a variety of purposes, *Nolan* explains that it is desirable to use an intermediary device referred to as a “storage server” to relay requests from the client computers to storage devices. *E.g. Nolan* at FIGs. 1–3, col. 5 lines 2–29; col. 33 lines 59–67. A storage server defines “zones”

of storage devices known as “storage domain,” with each client computer being allowed only to access data stored on storage devices in its domain. *E.g. Nolan* at col. 34, lines 44–55. Storage servers receive “storage transactions” in the form of, for instance, SCSI requests, and “manage[] [them] according to the configuration of the storage domain.” *Nolan* at col. 2, lines 46–48. To assist in handling requests, a storage system maintains a mapping of a “logical storage extents”—e.g. logical addresses understood by clients—to physical addresses of “storage resources in the network.” *E.g. Nolan* at col. 2, lines 57–60.

DONOVAN

Donovan describes “a system and method of accounting and billing for data storage on a plurality of data storage devices.” *Donovan* at abstract. In *Donovan*, “data storage is mapped to a number of service levels.” *Id.* Therefore, *Donovan* accounts and bills for data based not only on the “quantity of data” used, but also on “data access and retrieval speeds.” *Id.*

NG

Ng, to the extent relied upon by the Office Action, describes nothing more than that object-oriented requests may be translated by an object-server database into database instructions to be sent to a database server. *Ng* at col. 5, lines 20–39.

LAURENT

Laurent, to the extent relied upon by the Office Action, describes nothing more than that a storage administrator may utilize virtual paths between hosts and volumes to meet goals dictated by an enterprise organization. *Laurent* at col. 7, lines 9–26.

CLAIM 1

In contrast to the above described references, Claim 1 describes a method whereby, among other effects, a “first party” may provide database services on a paying subscriber relationship to a “second party,” without the second party having to manage the database system(s) upon which those database services are based. More specifically, the access to the database services is provided by interactions between database applications controlled by the

second parties and the database systems managed by the first party. These interactions are in the form of database commands that conform to database languages, such as SQL.

For example, the method of Claim 1 may be relied upon by a database service provider (an example first party) to manage live database systems on behalf of application service providers (example second parties). The database service provider may have received subscriber information from an ASP that indicates the subscriber wishes to pay for use of a database device with certain specified resources, such as 100 MB of storage. The database service provider may have created the database device for the ASP in its database systems, and allocated for the database device the amount of memory requested. In accordance with Claim 1, then, the database service provider may provide access to its database systems for an ecommerce site (an example database application) operated by the ASP, through which the ASP provides ecommerce services to its own customers. Access is provided via database commands, thereby allowing the ASP to submit queries and insert new data into the new database device as if the database system belonged to the ASP. Yet, because the database service provider manages the database systems, the ASP is relieved of the expense of managing its own database system.

To this end, Claim 1 recites, among other features:

- a first party managing one or more database systems;
- receiving from a plurality of second parties, information for
 - subscribing to database services supported by the one or more database systems managed by the first party, wherein the database services include services for storing and managing data provided by the second parties; and
 - wherein the information is gathered during registration processes during which said second parties identify database resources, provided by the first party in support of said database services, for which the second parties are willing to pay;
- providing, to database applications controlled by the second parties access to the database services to which the second parties are subscribed;
- wherein the database applications controlled by the second parties interact with the one or more database systems managed by the first party by sending, to the one or more database systems, database commands that conform to a database language supported by the one or more database systems;
- wherein execution of the database commands allows the second parties to manipulate data objects stored within at least one of the one or more database systems;

delivering to one of said second parties, one or more messages
which cause generation of user interfaces that allow the
second party to subscribe to said database services provided
by said first party.

The cited references clearly fail to teach or suggest such a method, for at least the reasons explained below.

(1) *Nolan does not teach or suggest multiple parties*

Claim 1 recites “a first party” and “a second party.” *Nolan*, on the other hand, fails to recite multiple parties. As such, *Nolan* fails to teach most aspects of Claim 1.

The Office Action nonetheless relies upon *Nolan* to teach almost every aspect of Claim 1. The Office Action appears to allege that *Nolan*’s storage servers are a “first party” and *Nolan*’s “client servers”—e.g. file servers—are a “second party.” The Office Action is in error. *Nolan*’s servers and client servers are not “parties” as would be understood by one skilled in the art. Rather, *Nolan*’s servers and clients are simply hardware and/or software. Hardware and/or software is not a “party” within the meaning of Claim 1. For example, the second party of Claim 1 is capable of being “willing to pay.” A client server would be incapable of being “willing to pay.” Therefore, the Office Action’s construction of “parties” in Claim 1 as hardware/software is legally erroneous.

Perhaps the Office Action means to allege that *Nolan*’s clients and servers are managed by “parties” within the meaning of Claim 1, and that the storage server may be controlled by a different party than the client servers. Even so, the Office Action would still be erroneous. *Nolan* does not contemplate that these servers and clients are managed or controlled by different parties. Rather, *Nolan*’s servers, clients, storage devices are all presented as belonging to a single, homogenous IT infrastructure in which is defined a local storage area network. *Nolan* does not teach or suggest that any components of the storage area network are operated by different parties.

Because *Nolan* does not teach or suggest multiple parties within the meaning of Claim 1, *Nolan* fails to teach such features as “wherein the database applications controlled by the second parties interact with the one or more database systems managed by the first party,” “wherein execution of the database commands allows the second parties to manipulate data objects stored within at least one of the one or more database systems [managed by the first party],” “receiving from a plurality of second parties, information for subscribing to database services supported by

the one or more database systems managed by the first party, wherein the database services include services for storing and managing data provided by the second parties,” and so on. *Nolan* therefore cannot make obvious the method of Claim 1.

(2) *Nolan’s storage devices are not “database systems”*

Aside from the lack of “multiple parties,” *Nolan* is irrelevant to the method of Claim 1 for a variety of other reasons. For example, Claim 1 recites “one or more database systems.” The Office Action alleges that “storage devices 1330 through 1339,” as depicted in *Nolan* at FIG. 3, are “one or more database systems.” The Office Action is clearly mistaken. *Nolan* does not state that storage devices 1330–1339 are “database systems.” A “database system,” as its name implies, provides access to one or more databases. Storage devices 1330–1339, on the other hand, provide access to raw blocks of data. While a database system may comprise one or more storage devices upon which raw data for a database is stored, storage devices are not, in and of themselves, database systems. See, e.g., Applicants’ Specification at pages 6–7 (describing the complexity of a database system, which complexity clearly does not exist in *Nolan*’s storage devices) and pages 19–20 (differentiating between “storage devices” and database systems).

In fact, in *Nolan*’s rather lengthy description, the term database appears only three times. One of those references is directed to a configuration database that is used exclusively by the storage server for maintaining tables that map logical units to physical storage devices, which tables neither contain data requested by client servers nor reside in the storage devices. *Nolan* at col. 17, lines 30–35 and col. 18, lines 35–58. The other two references are made in an abstract discussion of the benefits of caching in a storage area network. *Nolan* at col. 35, lines 25–39. Meanwhile, *Nolan* makes copious references to concepts such as “files,” “file servers,” “block storage,” and “SCSI,” thereby emphasizing that *Nolan*’s storage devices are nothing more than, for instance, hard disks or storage arrays that store data in raw file and block formats as opposed to database formats. Therefore, one skilled in the art would not understand *Nolan*’s “storage devices” to be “database systems.”

(3) *Nolan’s does not teach or suggest “database commands”*

Claim 1 also recites “wherein the database applications controlled by the second parties interact with the one or more database systems managed by the first party by sending, to the one or more database systems, database commands that conform to a database language supported by

the one or more database systems.” The Office Action alleges that *Nolan*’s SCSI commands are “database commands.” The Office Action is mistaken. SCSI commands manipulate raw data blocks on a disk. Database commands manipulate database objects. Whereas a database system would be capable of responding to database commands that referenced data according to logical constructs such as rows and columns, storage devices are generally capable of responding only to simple read/write commands in protocols such as SCSI.

One skilled in the art would not interpret SCSI commands to mean or include “database commands.” For example, consider the Wikipedia entry on SCSI, at <http://en.wikipedia.org/wiki/SCSI>. As of filing this response, the word “database” is not mentioned once in said entry. As further illustration, compare Wikipedia’s list of SCSI commands in the entry at http://en.wikipedia.org/wiki/SCSI_command with Wikipedia’s description of the database language SQL in the entry at <http://en.wikipedia.org/wiki/SQL>. Clearly, SCSI commands are very different from database commands.

(4) *Ng’s database commands can not be substituted for Nolan’s SCSI commands*

Nor would it be obvious to modify *Nolan*’s SCSI commands to be database commands. In fact, such a modification would break *Nolan*’s system, as neither *Nolan*’s storage devices, storage servers, nor file servers are capable of understanding SCSI commands. The Office Action appears to suggest that it would be obvious to modify SCSI commands to conform to a database language “in order to access object-database server in view of *Ng*, as doing so would give the added benefit of providing the mapping tool maps each class in an object-oriented application to a table in a database.” Office Action at page 10. The explanation makes no sense. Moreover, *Nolan* has absolutely nothing to do with object-oriented database servers or even regular database servers. It is unclear how *Ng*’s techniques could apply to *Nolan*, much less teach to modify SCSI commands to be database commands.

Thus, the cited references fail to teach or suggest “wherein the database applications controlled by the second parties interact with the one or more database systems managed by the first party by sending, to the one or more database systems, database commands that conform to a database language supported by the one or more database systems.”

(5) *Nolan does not teach or suggest “database applications”*

Claim 1 recites “providing, to database applications controlled by the second parties access to the database services to which the second parties are subscribed.” *Nolan* cannot teach this aspect of Claim 1 because *Nolan* does not teach “database applications.”

The Office Action appears to allege that *Nolan* teaches database applications by virtue of “processes executed in the storage server to manage data access requests issued by client processors while a hot copy is being executed” as depicted in FIGs. 30 and 31. The Office Action is in error. These processes are not “database applications” for at least the reason that they do not process data from a database. *See above.*

(6) *Nolan and Donovan do not teach paid subscriber database services*

Claim 1 recites “second parties identify database resources, provided by the first party in support of said database services, for which the second parties are willing to pay.” The cited references fail to teach or suggest such a feature.

The Office Action alleges that *Nolan* teaches this feature in FIG. 22. The Office Action is clearly erroneous. FIG. 22 depicts the phrase “This space for rent” in the box of an interface for managing LUN-to-physical device mappings. Apparently, the Office Action does not understand a joke on the part of *Nolan*. The phrase “this space for rent” is commonly inserted in places that would otherwise be empty as a joke. Given that *Nolan* contains no description of any aspect of his invention being “for rent,” one skilled in the art clearly would suspect that the box in which the phrase appears should be interpreted as being empty. In any case, even if *Nolan* were to suggest that a “space” could be for rent, *Nolan* does not describe this space as being a “database resource,” nor is there any description of any party actually being willing to rent the space.

The Office Action alternatively alleges that *Donovan* teaches this aspect of Claim 1. Again, the Office Action is mistaken. *Donovan* teaches that a first party may bill a second party for file system resources. File system resources are not the same as “database resources.” *See, e.g., Nolan* at col. 35, line 21 (differentiating between database systems and file systems). Perhaps the Office Action is alleging that file system resources could be used by a database system, and therefore could be considered “database resources.” If so, the allegation does not remedy the fact that *Donovan* does not describe his resources as being “database resources.” Nor does *Donovan* describe resources that are “provided . . . in support of . . . database services.”

In other words, while Applicants agree that paid storage is described in the prior art, **the cited references clearly do not teach or suggest the idea of paid storage in the form recited in Claim 1—that is, paid database resources provided by a provider in support of readable and writeable database services that may be accessed by a subscriber’s database applications through database command interactions with a database system managed by the provider.**

For at least the foregoing reasons, the combination of *Nolan*, *Donovan*, *Ng*, and *Laurent* fails to provide the complete subject matter recited in independent Claim 1. Therefore, the combination of *Nolan*, *Donovan*, *Ng*, and *Laurent* would not have rendered Claim 1 obvious under 35 U.S.C. § 103. Reconsideration is respectfully requested.

THE RELEVANCE OF LAURENT

Applicants note that the Office Action relied upon *Laurent* solely to teach a feature of Claim 1 that has been removed. Nonetheless, given that at least some of the claims may still be interpreted as requiring at least some aspects of the removed feature, Applicants wish to emphasize that *Laurent* clearly does not teach this removed feature. The feature in question recited:

whereby the second parties use the database applications under their ownership and control, while the database applications send the database commands to the database systems managed by the first party, thereby obviating the need for the second parties to manage the database systems used by their database applications

Absolutely nothing in the cited portion of *Laurent* teaches that one party relies upon data managed by another party instead of managing its own data. Applicants suspect that the Office Action has misinterpreted the statement “VPs that are grouped together according to the storage administrator’s goals, often dictated by the enterprise organization” as implying that a storage administrator manages data on behalf of an enterprise organization. This interpretation is erroneous because **“enterprise organization” does not refer to a “party” at all, but the structure of an enterprise system.** See generally *Laurent*’s use of the word “enterprise.” The interpretation is also erroneous because, even if “enterprise organization” could be considered a

party, one skilled in the art would understand that *Laurent*'s storage administrator is a member of that party—i.e. an IT administrator for the enterprise—and not a separate party.

CLAIM 36

Independent Claim 36 also recites features argued above with relation to Claim 1, although Claim 36 is expressed in another format. Because Claim 36 has at least one of the features described above for Claim 1, Claim 36 is therefore allowable over the combination of *Nolan*, *Donovan*, *Ng*, and *Laurent* for at least one of the same reasons as given above for Claim 1. Reconsideration is respectfully requested.

CLAIMS 2-3, 5, 6, 8, 10-15, 17-22, 25, 27, 31-33, 37-38, 40, 41, 43, 45-50, 52-57, 60, 62, 66-68, 71-73, 76-78 AND 80-82

Each of Claims 2-3, 5, 6, 8, 10-15, 17-22, 25, 27, 31-33, 37-38, 40, 41, 43, 45-50, 52-57, 60, 62, 66-68, 71-73, 76-78 and 80-82 depends from Claim 1 or 36, and includes the above-quoted features of its parent claim by dependency. Thus, the combination of *Nolan*, *Donovan*, *Ng*, and *Laurent* also fails to teach or suggest at least one feature found in Claims 2-3, 5, 6, 8, 10-15, 17-22, 25, 27, 31-33, 37-38, 40, 41, 43, 45-50, 52-57, 60, 62, 66-68, 71-73, 76-78 and 80-82. Therefore, the combination of *Nolan*, *Donovan*, *Ng*, and *Laurent* does not render obvious Claims 2-3, 5, 6, 8, 10-15, 17-22, 25, 27, 31-33, 37-38, 40, 41, 43, 45-50, 52-57, 60, 62, 66-68, 71-73, 76-78 and 80-82. Reconsideration of the rejection is respectfully requested.

In addition, each of Claims 2-3, 5, 6, 8, 10-15, 17-22, 25, 27, 31-33, 37-38, 40, 41, 43, 45-50, 52-57, 60, 62, 66-68, 71-73, 76-78 and 80-82 recites at least one feature that independently renders it patentable. However, to expedite prosecution in light of the fundamental differences already identified, further arguments for each independently patentable feature of Claims 2-3, 5, 6, 8, 10-15, 17-22, 25, 27, 31-33, 37-38, 40, 41, 43, 45-50, 52-57, 60, 62, 66-68, 71-73, 76-78 and 80-82 are not provided at this time. Applicants reserve the right to further point out the differences between the cited art and the novel features recited in the dependent claims.

B. Claims 16, 26, 28-30, 51, 61, 63-65 (*Nolan, Donovan, Ng, Laurent, and Olden*)

Claims 16, 26, 28-30, 51, 61, 63-65 are rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Nolan et al* (US Patent 6,640,278), in view of *Donovan et al* (US Patent 6,012,032), in view of *Ng et al* (US Patent 6,374,256), in view of *Laurent et al* (US Patent No. 7,222,176), and further in view of *Olden et al.* (US Patent No. 6,460,141). The rejection is respectfully traversed.

Each of Claims 16, 26, 28-30, 51, 61, 63-65 is dependent upon independent Claim 1 or 36. As discussed in section A above, the combination of *Nolan, Donovan, Ng, and Laurent* fails to teach or suggest one or more features of Claim 1 or 36. The one or more features, identified above, which are missing from the combination of *Nolan, Donovan, Ng, and Laurent*, are also missing from *Olden*. In fact, the Office Action did not rely upon *Olden* for teaching the one or more features. Consequently, the combination of *Nolan, Donovan, Ng, Laurent, and Olden* fails to teach or suggest one or more features of Claims 16, 26, 28-30, 51, 61, 63-65. Thus, Claims 16, 26, 28-30, 51, 61, 63-65 are patentable over the combination of *Nolan, Donovan, Ng, Laurent, and Olden*.

Additionally, each of the dependent claims recites at least one additional feature that independently renders it patentable over the combination of *Nolan, Donovan, Ng, Laurent, and Olden*. However, to expedite prosecution in light of the fundamental differences already identified, further arguments for each independently patentable feature of Claims 16, 26, 28-30, 51, 61, 63-65 are not provided at this time. Applicants reserve the right to further point out the differences between the cited art and the novel features recited in the dependent claims.

C. Claims 23, 24, 34, 35, 58, 59, 69 and 70 (*Nolan, Donovan, Ng, Laurent, and Ciarlante*)

Claims 23, 24, 34, 35, 58, 59, 69 and 70 are rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Nolan et al* (US Patent 6,640,278), in view of *Donovan et al* (US Patent 6,012,032), in view of *Ng et al* (US Patent 6,374,256), in view of *Laurent et al* (US Patent No. 7,222,176), and further in view of *Ciarlante et al.* (US Patent No. 6,532,488). The rejection is respectfully traversed.

Each of Claims 23, 24, 34, 35, 58, 59, 69 and 70 is dependent upon independent Claim 1 or 36. As discussed in section A above, the combination of *Nolan, Donovan, Ng, and Laurent*

fails to teach or suggest one or more features of Claim 1 or 36. The one or more features, identified above, which are missing from the combination of *Nolan, Donovan, Ng, and Laurent*, are also missing from *Ciarlante*. In fact, the Office Action did not rely upon *Olden* for teaching the one or more features. Consequently, the combination of *Nolan, Donovan, Ng, Laurent, and Ciarlante* fails to teach or suggest one or more features of Claims 23, 24, 34, 35, 58, 59, 69 and 70. Thus, Claims 23, 24, 34, 35, 58, 59, 69 and 70 are patentable over the combination of *Nolan, Donovan, Ng, Laurent, and Ciarlante*.

Additionally, each of the dependent claims recites at least one additional feature that independently renders it patentable over the combination of *Nolan, Donovan, Ng, Laurent, and Ciarlante*. However, to expedite prosecution in light of the fundamental differences already identified, further arguments for each independently patentable feature of Claims 23, 24, 34, 35, 58, 59, 69 and 70 are not provided at this time. Applicants reserve the right to further point out the differences between the cited art and the novel features recited in the dependent claims.

D. Claim 74 (*Nolan, Donovan, Ng, Laurent, and Gioielli*)

Claim 74 is rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Nolan et al* (US Patent 6,640,278), in view of *Donovan et al* (US Patent 6,012,032), in view of *Ng et al* (US Patent 6,374,256), in view of *Laurent et al* (US Patent No. 7,222,176), and further in view of *Gioielli et al* (US Patent No. 5,485,610).

Claim 74 is dependent upon independent Claim 1. As discussed in section A above, the combination of *Nolan, Donovan, Ng, and Laurent* fails to teach or suggest one or more features of Claim 1. The one or more features, identified above, which are missing from the combination of *Nolan, Donovan, Ng, and Laurent*, are also missing from *Gioielli*. In fact, the Office Action did not rely upon *Olden* for teaching the one or more features. Consequently, the combination of *Nolan, Donovan, Ng, Laurent, and Gioielli* fails to teach or suggest one or more features of Claim 74. Thus, Claim 74 are patentable over the combination of *Nolan, Donovan, Ng, Laurent, and Gioielli*.

Additionally, each of the dependent claims recites at least one additional feature that independently renders it patentable over the combination of *Nolan, Donovan, Ng, Laurent, and Gioielli*. However, to expedite prosecution in light of the fundamental differences already identified, further arguments for each independently patentable feature of Claim 74 are not

provided at this time. Applicants reserve the right to further point out the differences between the cited art and the novel features recited in the dependent claims.

E. Claim 75 (Nolan, Donovan, Ng, Laurent, and Blumenau)

Claim 75 is rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over Nolan et al (US Patent 6,640,278), in view of Donovan et al (US Patent 6,012,032), in view of Ng et al (US Patent 6,374,256), in view of Laurent et al (US Patent No. 7,222,176), and further in view of Blumenau et al (US Patent No. 6,839,747).

Claim 75 is dependent upon independent Claim 1. As discussed in section A above, the combination of *Nolan, Donovan, Ng, and Laurent* fails to teach or suggest one or more features of Claim 1. The one or more features, identified above, which are missing from the combination of *Nolan, Donovan, Ng, and Laurent*, are also missing from *Blumenau*. In fact, the Office Action did not rely upon *Olden* for teaching the one or more features. Consequently, the combination of *Nolan, Donovan, Ng, Laurent, and Blumenau* fails to teach or suggest one or more features of Claim 75. Thus, Claim 75 are patentable over the combination of *Nolan, Donovan, Ng, Laurent, and Blumenau*.

Additionally, each of the dependent claims recites at least one additional feature that independently renders it patentable over the combination of *Nolan, Donovan, Ng, Laurent, and Blumenau*. However, to expedite prosecution in light of the fundamental differences already identified, further arguments for each independently patentable feature of Claim 75 are not provided at this time. Applicants reserve the right to further point out the differences between the cited art and the novel features recited in the dependent claims.

F. Claim 79 (Nolan, Donovan, Ng, Laurent, and Kloba)

Claim 79 is rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over Nolan et al (US Patent 6,640,278), in view of Donovan et al (US Patent 6,012,032), in view of Ng et al (US Patent 6,374,256), in view of Laurent et al (US Patent No. 7,222,176), and further in view of Kloba et al (US Patent No. 6,553,412).

Claim 79 is dependent upon independent Claim 1. As discussed in section A above, the combination of *Nolan, Donovan, Ng, and Laurent* fails to teach or suggest one or more features of Claim 1. The one or more features, identified above, which are missing from the combination

of *Nolan*, *Donovan*, *Ng*, and *Laurent*, are also missing from *Kloba*. In fact, the Office Action did not rely upon *Olden* for teaching the one or more features. Consequently, the combination of *Nolan*, *Donovan*, *Ng*, *Laurent*, and *Kloba* fails to teach or suggest one or more features of Claim 79. Thus, Claim 79 is patentable over the combination of *Nolan*, *Donovan*, *Ng*, *Laurent*, and *Kloba*.

Additionally, each of the dependent claims recites at least one additional feature that independently renders it patentable over the combination of *Nolan*, *Donovan*, *Ng*, *Laurent*, and *Kloba*. However, to expedite prosecution in light of the fundamental differences already identified, further arguments for each independently patentable feature of Claim 79 are not provided at this time. Applicants reserve the right to further point out the differences between the cited art and the novel features recited in the dependent claims.

III. CONCLUSION

For the reasons set forth above, all of the pending claims are now in condition for allowance. The Examiner is respectfully requested to contact the undersigned by telephone relating to any issue that would advance examination of the present application.

A petition for extension of time, to the extent necessary to make this reply timely filed, is hereby made. If applicable, a check for the petition for extension of time fee and other applicable fees is enclosed herewith. If any applicable fee is missing or insufficient, throughout the pendency of this application, the Commissioner is hereby authorized to charge any applicable fees and to credit any overpayments to our Deposit Account No. 50-1302.

Respectfully submitted,
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